

Contract # 1288

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COLLECTIVE BARGAINING AGREEMENT

Between

THE BERGEN COUNTY SHERIFF

and

THE POLICEMAN'S BENEVOLENT ASSOCIATION,  
P.B.A. LOCAL 134A

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January 1, 1991

through

December 31, 1995

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Prepared by:

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THIS AGREEMENT made this <sup>30<sup>th</sup></sup> of <sup>Sept</sup>, 1993 between the BERGEN COUNTY SHERIFF, a constitutional officer of the State of New Jersey with its principal place of business located at Court Street, Hackensack, Bergen County, New Jersey 07601, hereinafter referred to as the "Employer", and THE POLICEMAN'S BENEVOLENT ASSOCIATION LOCAL 134A, a public corporation, hereinafter, referred to as the "P.B.A."

WHEREAS, the Patrolman's Benevolent Association Local 134A has previously been recognized by the Bergen County Sheriff as the representative of all employees in a bargaining unit consisting solely and exclusively of the title: Captain; and said bargaining unit expressly excludes all clerical, blue collar, professional and confidential employees, supervisors and managerial executives as defined by the Act and as interpreted and defined by the New Jersey Public Employees Relations Commission and by Courts of competent jurisdiction; and hereinafter referred to as the "P.B.A."

WHEREAS, the Bergen County Sheriff is an "employer" as defined by the New Jersey Public Employer Relations Act, Laws of 1968, Chapter 303 as amended, hereinafter referred to as the "Act"; and

WHEREAS, the New Jersey Public Employment Relations Commission has determined that the bargaining unit recognized by the Bergen County Sheriff and the Policeman's Benevolent Association Local 134A is an appropriate bargaining unit; and

WHEREAS, the Bergen County Sheriff and the Policeman's Benevolent Association have bargained collectively for the purpose of entering into an Agreement concerning salaries, hours of work

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and other negotiable terms and conditions of employment as defined by the Act.

NOW, THEREFORE, in consideration of the promises, covenants, conditions and undertakings contained in this Agreement, the parties agree as follows:

#### ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the P.B.A. as the exclusive representative of all employees in the bargaining unit.

1.2 The term "employee" is defined to include singular and plural and male and female, as may be required for the reasonable interpretation of this Agreement.

#### ARTICLE 2 - TERM OF AGREEMENT

2.1 The term of this Agreement shall be from January 1, 1991 through December 31, 1995, and it shall remain in full force and effect until a successor Agreement is executed and it shall be retroactive to January 1, 1991, unless otherwise provided.

#### ARTICLE 3 - COLLECTIVE BARGAINING PROCEDURE

3.1 Collective bargaining on rates of pay, hours of work and other negotiable terms and conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than three (3) representatives of each party, plus counsel and two (2) experts, shall participate in collective negotiating meetings, except by consent of both parties.

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3.2 Collective bargaining for the contract period beginning January 1, 1994, shall commence pursuant to the rules of Public Employment Relations Commission.

3.3 Collective bargaining sessions shall be conducted on dates and at times mutually agreed upon by parties.

3.4 P.B.A. representatives (not exceeding the number shown in Article 3.1) on duty at such times, shall be permitted to attend the collective bargaining sessions without loss of pay. No other payment will be made by the Employer to P.B.A. representatives for their attending the collective bargaining sessions.

3.5 This agreement shall not be modified in whole or in part by the parties except by an instrument in writing dully executed by both parties.

#### ARTICLE 4 - PRESERVATION OF RIGHTS

4.1 Nothing in this Agreement shall abrogate the existing inherent management rights of the Employer as set forth in the statutes of the State of New Jersey as interpreted by a Court of competent jurisdiction.

4.2 All benefits owing to employees by the Employer, which existed on December 31, 1990, and which have not been reduced to writing and incorporated into this Agreement, or which have not been changed or otherwise modified by this Agreement, shall remain in full force and effect during the term of this provided that:

(a) Such benefits were expressly recognized by the Employer;

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(b) Such benefits were uniformly provided to all employees in the bargaining unit;

(c) Such benefits were within the scope of issues that are mandatorily negotiable. Employer rules and regulations, which are within the scope of issues that are mandatorily negotiable, which were in effect on December 31, 1990, will be continued in full force and effect for the term of this Agreement;

(d) The Employer reserves the right to change rules and regulations which are within the scope of inherent managerial prerogatives.

#### ARTICLE 5 - DISCRIMINATION

5.1 This Agreement is subject to all state and federal regulations on discrimination.

5.2 There shall be no discrimination, interference or coercion by the Employer or its agents against employees represented by the P.B.A. because of membership or activity in either the bargaining unit or non-membership in the P.B.A.

#### ARTICLE 6 - NOTIFICATION OF CHANGE

6.1 Proposed new rules or modifications of existing rules governing negotiable terms and conditions of employment shall be negotiated with the P.B.A. prior to the implementation thereof.

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## ARTICLE 7 - SALARY

7.1 Base salaries for the term of this Agreement for each of the titles covered under this Agreement shall be set forth in Schedule "A" attached hereto.

7.2 Employees who have completed twenty or more years of service shall be paid their base salary for their rank, as shown on the Schedule "A". In addition, the Captains shall receive the difference between their base salary and the base salary of a Lieutenant within the P.B.A. Local 134. This amount shall constitute "Captain's Senior Officer Pay".

(a) The agreed upon Senior Officer Pay adjustments are as follows:

	1991	1992	1993	1994	1995
Captain	\$5,141	\$5,460	\$5,783	\$6,069	\$6,341

(b) As of October 1, 1993 all of the eligible officers shall have their Senior Officer rates paid in accordance to the above schedule.

(c) All retroactive Senior Officer Pay adjustments (covering the period between January 1, 1991 through September 30, 1993 if eligibility requirements are met) shall be paid to the affected officers within 30 days of the adoption of the 1994 Bergen County Budget.

7.3 Employees who are scheduled to be "on call" for a period of seven consecutive days, or any period thereof, shall be paid an additional \$20.00 per day for such purposes or period.

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7.4 If employees who are "on call" are called to work, they will be paid overtime pay as provided in this Agreement, but they shall not be paid as provided in Article 7.4.

(a) The new on-call rates shall be paid effective 10/1/93 with retroactive payment (retroactive to 1/1/91) being paid to the affected officers within 30 days of the adoption of the 1994 Bergen County Budget.

7.5 Stipends provided to unit employees shall be paid in accordance with Schedule "B".

#### ARTICLE 8 - LONGEVITY

8.1 Longevity payments shall be made to employees with unbroken, continuous, long-term employment with the Employer or the predecessor Employer, the Bergen County Board of Chosen Freeholders as follows:

- (a) After completing 72 months (6 years).....\$ 200.00
- (b) After completing 108 months (9 years).....\$ 400.00
- (c) After completing 168 months (14 years).....\$ 800.00
- (d) After completing 228 months (19 years).....\$1,000.00

8.2 Longevity pay shall be paid with the base salary.

8.3 Longevity pay shall be paid as of the Officer's anniversary date of employment and shall paid at the rates specified in Section 8.1.

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## ARTICLE 9 - HEALTH BENEFITS

9.1 The Employer shall provide full-time employees and their dependents as defined under the New Jersey State Health Benefits Plan, health insurance benefits which parallel all of the benefits previously provided under the New Jersey State Health Benefits Plan which now shall be provided by I.D.A. of Woodlawn, NJ. The benefits level as outlined under N.J. State Health Benefits shall be maintained at the same level by I.D.A.

9.2 Summer, seasonal and per diem workers are not eligible for coverage.

9.3 In accordance with the provisions of Chapter II, Public Laws of 1973, premiums for benefits as outlined above shall be paid by the Employer for those employees in the unit who retire, providing that they have served a minimum of twenty-five (25) years as set forth in the act.

9.4 Employees, and their families where applicable, covered under this Agreement, shall be entitled to coverage under either the New Jersey Dental Service Plan, Inc. (The Delta Dental Plan), Group No. 316701-2, as exists in the current contract of Local One, New Jersey Employees Union, or coverage by a successor plan with equal benefits. The Employer will pay the entire premium.

9.5 Disability Plan: The Employer shall provide to covered employees who enroll, disability benefits insurance coverage during the term of this Agreement sponsored by John Hancock Insurance Company, or a company agreeable to both parties, subject to the following conditions:

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(a) Employees shall contribute the sum of \$3.40 toward the costs of the plan. Any costs in excess thereof shall be paid by the Employer. Employees who choose to join the Program shall make payment through payroll deductions. No employee shall be obliged to participate in the said program.

(b) The benefits shall include benefits of 70% of the employees weekly wage to a maximum of \$150.00 per week, a waiting period of 30 days, with a maximum of 52 weeks in payments which shall include disability due to pregnancy.

(c) Employees who are eligible for disability payments and who have accrued sick leave shall receive the disability payments plus such sick leave pay as is necessary to equal their regular bi-weekly base salary.

9.6 Prescription Drug Plan: The Employer shall provide a prescription payment benefits insurance program during the term of this Agreement, through Paid Prescriptions or through an insurance company acceptable to both the Employer and the P.B.A. or through a program of self-insurance, which program shall provide the same or equal coverage as that provided to the employees of the Bergen Pines County Hospital and shall be subject to the following:

(a) The first \$2.00 cost of the prescription shall be paid by the employee and the remainder of the cost shall be paid by the insurance company or the Employer.

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(b) Each prescription shall be for a supply of medication not to exceed 30 days.

(c) Full premium to be paid by the Employer.

9.7 Eyeglass and Vision Plan: Employees shall receive a refund of up to \$150.00 per year towards the cost of an eye examination and/or purchase of eyeglasses upon presentation of a duly authorized receipt to the Employer.

9.8 Reopener: If any health benefits, including but not limited to a new provision, benefit or improvement in an existing plan is received by any other employees of the Bergen County Board of Chosen Freeholder represented by a majority representative, excepting those employees employed at the Bergen Pines Hospital, then and in such event, the P.B.A. shall have the right to commence immediate negotiations towards the inclusion of said health benefits into this Agreement.

#### ARTICLE 10 - WORK SCHEDULE, OVERTIME

10.1 The regular work week shall start at 00 hours on Sunday and end 2400 hours on the next succeeding Saturday.

10.2 Employees shall work eight hours per day, five days per week and forty hours per week. The time at which work starts and ends shall be at the discretion of the Employer.

10.3 Employees who are called back to duty shall be paid at a rate of straight time, or time and one-half base salary, whichever is appropriate, provided, however, if the employees are called back to duty, they shall be paid for a minimum of 4 hours or

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the actual hours worker, whichever is greater. "Call back" shall mean called to work more than one hour prior to commencement of a regularly assigned tour duty, provided the call back occurs after the employee has left work place.

10.4 Employees called back to work on a scheduled day off shall be paid a minimum of 4 hours pay at time and one-half base salary. If such employees then work for more than 4 hours, they shall be paid for 8 hours of work.

10.5 Employees shall be paid for Court appearances arising out of the performance of their job duties, on off duty hours or on regular scheduled days off in accordance with the applicable aforesaid paragraphs, whichever may apply.

10.6 If the regularly scheduled work day or tour on a work day is changed by the Employer within 72 hours prior to the start of the scheduled work day or tour, then the employee shall be paid for new hours assigned to work at time and one-half. Each change shall be individually noticed.

10.7 Employees shall be entitled to take compensatory time off in lieu of cash payments for overtime hours worked beyond 8 hours per day if the following conditions are fulfilled:

(a) The CTO is taken as scheduled by the Employer and is taken within the 6 payroll periods immediately following the period in which the overtime hours were worked. If the overtime hours would have been paid at time and one-half, then the CTO hours shall be taken at time and one-half. No more than 80 CTO hours may be

accumulated. Effective 1/1/93. The Compensatory time equation shall be increased to 160 hours.

10.8 All overtime shall be scheduled to give as near as practicable an equal amount of overtime to all employees. A seniority list containing all the names of employees, arranged by the various divisions, shall be maintained and posted.

10.9 Seniority of employees shall be measured from the date of permanent hire by the Employer or of predecessor Employer, the Bergen County Board of Chosen Freeholders, or in the case of Captains, the date of permanent promotion. If two or more employees are permanently appointed on the same date, then the relative seniority shall be the same. Employees shall have the right to challenge their placement on a seniority list within 7 days of the date on which they have knowledge of such placement on the seniority list.

10.10 It is recognized that some employees may not desire overtime and they may request, in writing, that their names be omitted from said list. This request may be granted by the Employer, but employees may not decline to work overtime in an emergency or when directly ordered to continue to perform work.

10.11 Overtime within a division shall first be offered to the first employee appearing on that division's seniority list. Thereafter, overtime shall be offered to the next employee on the list until the list is exhausted. The procedure shall be repeated.

10.12 If overtime work is available, and if the first eligible employee declines to work the overtime, then the overtime

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shall be offered to the next eligible employee appearing on the list, however, the first employee shall not lose the top position due to declining the overtime work.

10.13 Overtime shall be offered without favoritism. At the end of each 3 months of the year, 2 P.B.A. Local 134A representatives shall review the overtime of permanent personnel.

10.14 Overtime may be declined by those employees appearing on the division's overtime list. The available overtime may then be offered to that division's provisional or temporary personnel.

10.15 When guarding prisoners at Bergen Pines County Hospital or other like locations, when possible, at least one of the employees assigned shall be of the same sex as the prisoner or prisoners guarded.

#### ARTICLE 11 - PAY DURING ABSENCE

11.1 Unscheduled Absences: If, for any reason, employees are unable to report for work, then notice must be given to the Employer as soon as possible, and before the start of scheduled hours of work.

11.2 Jury Duty: Leaves of absence shall be granted to employees called for jury duty. Such leave shall not be charged against vacation or sick leave. Employees shall be paid the full pay which they usually receive for the time served on the jury. Fees received as a juror, other than meal and travel allowances, shall be returned to the Employer.

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### 11.3 Sick Leave:

(a) Employees unable to report to work for any reason must notify the Employer of such condition according to the procedure established by the Employer. Failure to give notification without just cause may result in disapproval of the request for sick leave or be considered as an unscheduled absence.

(b) The cause of such absence must be reported daily, unless the notice reasonably covers several days. In any sick leave of 5 days or more, a doctor's certificate must be submitted. The Employer retains the right in sick leave cases under 5 days to either conduct an inquiry into the sick leave request or to require examination by a doctor of his choice if he has any question as to the employee's condition.

(c) Sick leave must be earned before it can be used. Should employees use none or only a portion of earned sick leave in any one year, then the amount of leave not taken shall accumulate from year-to-year during to employment.

(d) Sick leave is earned and accumulated in the following manner:

One working day for each full month of service during the remaining months of the first calendar year of employment and 15 working days ( $1 \frac{1}{2}$  per month) for each calendar year thereafter. If an employee begins work after the fourth day of the month, sick leave is not earned for that month.

(e) Part-time employees are eligible for sick leave in the ratio which the number of hours a pay period they are

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regularly scheduled to work has to the number of hours a pay period that a full-time employee is regularly scheduled to work in a pay period.

(f) Summer, seasonal or per diem workers are not eligible for sick leave.

(g) Sick leave is hereby defined to mean absence from work because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee. A certificate of a reputable attending doctor shall be required as sufficient proof of need for an employee's attendance upon a member of the employee's immediate family. In the case of an illness of a chronic or recurring nature which causes periodic or repeated absence from duty for one day or less, only one medical certificate is required for every 6 month period as sufficient proof of need for such leave, provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment. In case of sick leave due to exposure to a contagious disease, a certificate from the Department of Health shall be required.

(h) Employees who do not use any sick days during January, February, march or any succeeding quarter of the year shall receive one extra day of vacation leave for each such quarter up to a maximum of 4 extra vacation days.

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#### 11.4 Injury Leave:

(a) Injury leave, as distinguished from sick leave, shall mean paid leave given to employees due to absence from duty caused by an accident, illness or injury which occurred while working and which is covered by Worker's Compensation Insurance.

(b) All payments which shall be made concerning injury leave are subject to the same rules and regulations as Worker's Compensation Insurance and shall not be made if the accident is proved to have been due to intoxication or willful misconduct on the part of employees. Employees absent from work due to an accident, willfully who fail to fulfill all of the conditions necessary to receive compensation benefits, shall not be entitled to payment of any injury leave benefits from the Employer until such conditions have been fulfilled.

(c) Payments shall be made for a period not in excess of 135 days for each new and separate injury. After all injury leave is used, the employees may elect to use any sick leave, vacation or compensatory time accrued as of the time of the injury.

(d) Use of Injury Leave: Employees absent from work due to an accident, illness or injury covered by Worker's Compensation Insurance, who have completed 3 months employment shall be compensated by the Employer at their regular base salary plus applicable longevity pay. Eligibility will be based on the determination of the New Jersey Division of Worker's Compensation under the terms of the New Jersey Worker's Compensation Act.

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(e) Contested Injuries: If the Employer is contesting that the injury occurred on the job, then charges may be made against accrued sick leave, if any. If the Division of Worker's Compensation determines in favor of the employee, then sick leave so charged shall be recredited. If eligibility for payment is denied by the State, employees shall be eligible to use the accrued sick leave, if any, retroactive to the date of the injury and to use accrued vacation leave.

(f) Medical Proofs: In order to limit the obligation of the Employer for each new and separate injury, the Employer may require employees to furnish medical proof or submit to a medical examination by a doctor of the Employer's choice, at its expense, to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the Employer's employ.

(g) Employees who have suffered an injury while working and are absent for 5 days or more shall submit a written certification from a doctor setting forth the nature of the injury, the prognosis and the probable date for return to work.

(1) Additional reports shall be filed from the doctor every 2 weeks thereafter indicating the current status of the employee's health and anticipated return to duty.

(2) In the absence of such certification, the employee shall not receive injury leave.

(h) In the month of January, it will be the responsibility of the Sheriff to issue a statement to each Officer listing the amount

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of sick days unused during the year and the total accumulated days unused during the Officer's employment.

11.5 Funeral Leave: Employees shall be entitled to a 4 working day leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as an limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any other relative residing in the employee's household. Funeral leave shall not be charged against the employee's sick leave.

11.6 Terminal Leave: Employees who retire either by retirement, accidental disability retirement or deferred retirement and employees who terminate work after reaching age 60 and who are not entitled to a retirement through the P.F.R.S. or P.E.R.S., shall receive terminal leave in accordance with Option 1 or Option 2, at the employee's election. In addition, in the event of the death of employees whose pension rights have vested or who are eligible for early retirement or who have reached the age of 60, the estate of such employees shall receive the terminal leave lump sum payment according to the option selected by the estate:

Option 1: One-half of the employee's earned and unused accumulated sick leave multiplied by the daily rate of pay based upon the average annual base pay received during the last year of employment, prior to the effective date of his retirement, provided, however, that

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no such lump sum payment shall exceed Eighteen thousand and 00/100 (\$18,000.00) dollars, which payment can be deferred to the first month of the succeeding calendar year following the employee's retirement.

Option 2: Two days of pay for each full year's employment with the Employer or its predecessor, which payment can be deferred to the first month of the succeeding calendar year following the employee's retirement.

In the event of the death of an active employee with seven (7) years of service, terminal leave shall be paid to his estate in accordance with the option selected.

11.7 (a) Leave of Absence: Upon application and at the discretion of the Employer, a permanent employee may be granted a personal leave of absence without pay or accrual of benefits credit for a period not to exceed 6 months. In exceptional circumstances and at the discretion of the Employer, such leave may be extended for an additional 6 months.

(1) Ordinarily, a personal leave of absence or an excused absence will not be granted for the purpose of seeking or accepting employment with another employer.

(2) Personal leaves of absence, when granted, will be with the understanding that employees intend to return to work. Employees who fail to return within 5 working days after the expiration of leave of excused absence, may be considered to have resigned not in good standing.

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(3) Employees on leave without pay for more than 2 weeks in any month, will not receive paid health benefits, holiday pay, nor will they accrue sick leave and vacation time in such month.

(b) Maternity Leave: Upon application, permanent female employees may use accumulated sick leave for maternity leave.

(1) Female employees requesting their maternity leave, should report their pregnancy not later than the end of the fourth month. If there are any personal questions pertaining to maternity leave, the employee can ask the Employer to schedule an appointment with the registered nurse in the County Medical Clinic.

(2) Employees while on paid maternity leave will continue to accrue sick leave, vacation, holiday pay and other benefits paid for by the Employer for the duration of the paid leave.

(c) Military Service Leave: Leave for military service or training pursuant to Federal or State statutes shall be granted.

#### ARTICLE 12 - VACATION

12.1 Vacation leave shall be scheduled in a uniform manner in accordance with seniority, where practicable, subject only to the requirements of the Employer. Seniority shall be measured from the date of permanent appointment to a title within the bargaining unit.

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12.2 The vacation period shall commence January 1 and continue until December 31 of each year. The vacation leave shall be earned as follows:

(a) Employees shall earn one day for each full month of employment during the first year of employment for the first 11 months and 4 days in the twelfth month. If date of hire commences on or before the fourth calendar day of the month, then the employee shall be deemed to have been employed for a full month.

(b) From the beginning of the second year to and including the fifth year, employees shall earn vacation leave at the rate of  $1 \frac{1}{4}$  days per month.

(c) From the beginning of the sixth year and thereafter, employees shall earn vacation leave at the rate of  $1 \frac{2}{3}$  days per month.

(d) Vacation leave may be accumulated as set forth in the Civil Service Act.

12.3 Accrued Vacation leave shall be compensated for when the Officer becomes separated, either voluntarily or involuntarily from the County services, unless the Officer terminates service without giving two (2) weeks notice to the Sheriff.

#### ARTICLE 13 - PERSONAL LEAVE

13.1 Employees shall be entitled to take one day off of personal leave with pay during the 1991 year of the agreement. Effective 1/1/92 one additional personal day shall be granted per

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year of this agreement. The Employer shall be notified of the personal leave request in writing. Prior approval of the Employer must be obtained before such leave may be taken.

(a) The two additional personal days credited for the 1992 and 1993 calendar years shall be utilize during the remainder of the 1993 calendar year unless specific written arrangements to the contrary are concluded with the Sheriff. The scheduling of said days off is at the sole discretion of the Sheriff.

13.2 Summer, seasonal and per diem workers are not entitled to personal leave.

#### ARTICLE 14 - HOLIDAYS

14.1 The Employer observes the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

14.2 If any additional full-day holiday is granted by the County of Bergen to its employees, then the employees herein shall be granted such holiday.

14.3 Except as provided hereinafter, employees shall be paid for but shall not work on the aforesaid holidays.

14.4 Employees assigned to work continuous shifts may be scheduled to work holidays. They shall also be scheduled to have 14 days off with pay in lieu of having holidays off.

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14.5 If a holiday occurs during an employee's vacation leave, then employees shall be granted an additional day of vacation. Present Jail, Communication and Identification Bureau policy is excepted, since holidays are built into the schedule.

#### ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 The purpose of the grievance procedure is to settle all grievances between the Employer and the P.B.A. as quickly as possible and to insure efficiency and promote the morale of the employees.

15.2 A grievance is defined as any disagreement between the Employer and the P.B.A. involving the interpretation or application of the Agreement or of an Employer's regulation or a violation of this Agreement or a suspension.

15.3 All grievances shall be processed as follows:

STEP 1: They shall be discussed orally by the employees involved and the association representative with the Undersheriff in charge of that Captain's Division. An answer shall be given within 5 days by The said Undersheriff to the Association Representative.

STEP 2: If grievances are not settled through Step 1, the same shall be reduced to writing by the P.B.A. and the employees and submitted to the Sheriff or a hearing officer designated by him other than the Undersheriff involved in Step 1.

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15.4 If grievances are not settled by Steps 1 or 2, then the P.B.A. shall petition the executive committee of the P.B.A. to submit the grievance to arbitration. If the P.B.A. executive committee determines that the grievance is meritorious, then the P.B.A. shall submit the dispute to arbitration from a panel appointed by the New Jersey Public Employment Relations Commission. The arbitrator shall have the full power to hear the grievance and make a final decision, which decision shall neither modify, add to nor subtract from the terms of the Agreement and the referenced policies. The decision of the arbitrator shall be final and binding on both parties. The costs of the arbitrator and expenses shall be borne equally by both parties.

15.5 Nothing herein shall prevent any employee from processing his own grievance, but not arbitration, providing, however, the P.B.A. representatives have the right to be present and to be heard.

15.6 Suspensions of more than 5 days or a dismissal may not be arbitrated, but may be appealed through Civil Service proceedings.

15.7 Grievances must be initially filed within 30 days of the incident, or the employee's knowledge of such incident.

#### ARTICLE 16 - LOCAL REPRESENTATIVES AND MEMBERS

16.1 Authorized representatives appointed by the P.B.A., not to exceed 3, shall be authorized to discuss the Employer any questions concerning the terms of this Agreement.

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16.2 The President of the P.B.A. and an employee chosen by the President shall be excused from work for attendance at the regular monthly meeting of the P.B.A.

16.3 During contract negotiations, the P.B.A. shall have the right to 3 representatives present who are on duty and an additional 2 representatives who are off duty.

16.4 The President or State Delegate shall be granted reasonable time off to attend to necessary P.B.A. business, provided that permission is requested in advance from the Employer, which permission shall not be unreasonably withheld.

#### ARTICLE 17 - RETENTION OF CIVIL RIGHTS



17.1 The Employees shall retain all civil rights under the New Jersey State Law.

#### ARTICLE 18 - AGREEMENTS

18.1 The Employer agrees not to enter into collective negotiating agreements with any person except the P.B.A. with regard to any employees within the bargaining unit.

#### ARTICLE 19 - INSURANCE AND WELFARE

19.1 The Employees shall continue to receive liability coverage to the type now in force and effect, including insurance against false arrest, \$1,000,000.00 per employee, and \$1,000,000.00 per incident.



19.2 The employees shall continue to have all necessary legal assistance in the defense of civil claims by third parties for personal injury, death or property damage arising out of and in the course of employment.

19.3 The employees shall continue to have all judgements entered against said employees as a result of said claims paid and satisfied provided, however, that the Employer's insurance carrier shall have exclusive control over the defense of the suit. In addition, the Employer shall provide legal counsel at its cost, as may be required by State statute.

#### ARTICLE 20 - CLOTHING ALLOWANCE

20.1 Employees shall be entitled to an annual uniform allowance of \$750.00 during the years 1991, 1992, 1993 and 1994. Effective 1/1/95. Clothing allowance shall be increased to \$800.00. Payment shall be made in a lump sum in March of each year.

20.2 As of October 1, 1993 the clothing allowance shall be increased to \$750.00 in accordance to the above paragraph. All retroactive clothing allowance payments (retroactive to 1/1/91) shall be paid to the affected officers within 30 days of the adoption of the 1994 Bergen County Budget.

#### ARTICLE 21 - SHIFT DIFFERENTIAL

21.1 All employees who work in continuous operations defined in Paragraph 10.2 (a) shall receive an additional payment

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per year in lieu of an hourly shift differential payment as follows:

1991	\$2,257
1992	\$2,426
1993	\$2,608
1994	\$2,608
1995	\$2,608

Such sum shall be payable to the employee in 26 equal payments per year, to coincide with the payroll periods throughout the year and shall be made only so long as the employee works in continuous operations.

21.2 All other employees who are in shift positions but who are not on a regular 7 day rotating shift basis shall be paid in addition to their base salary, a differential of \$.45 per hour for shift two defined as "afternoon and evening shift" and \$.50 per hour for shift three defined as "night and morning shift."

21.3 Shift differential rates both on annualized basis (\$2.608) and on hourly rated basis (\$.45 and \$.50) shall be implemented as of October 1, 1993. Retroactive shift differential payments from January 1, 1991 through September 30, 1993, shall be paid to the affected officers within 30 days after the adoption of the 1994 Bergen County Budget.

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## ARTICLE 22 - APPLICABLE LAWS

22.1 The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local law.

## ARTICLE 23 - CHANGES, SUPPLEMENTS OR ALTERNATIONS

23.1 Provisions of this Agreement may be changed only upon written agreement signed by both parties.

## ARTICLE 24 - APPLICABILITY

24.1 The benefits contained herein shall apply only to those employees employed as of January 1, 1978 and those permanently appointed thereafter.

## ARTICLE 25 - EDUCATIONAL INCENTIVE

25.1 The following annual increments shall be paid to employees covered by this Agreement who have successfully completed degree requirement in police science or related fields:

- (a) Associate Degree .....\$300.00
- (b) Bachelor's Degree .....\$400.00
- (c) Master's Degree .....\$500.00
- (d) Doctorate .....\$600.00

Said amounts shall be paid annually in a lump sum commencing in the calendar year of receipt of the degree.

25.2 Tuition Reimbursement: The Employer shall reimburse employees for the cost of tuition incurred by them for courses

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taken at an accredited institution of learning, provided:

(a) The course is directly job-related and has received the prior approval of the Employer, which approval shall not be unreasonably withheld;

(b) The course, or its equivalent, is not offered by the County of Bergen at no cost to the employee;

(c) The cost to the Employer shall not exceed \$35.00 per credit;

(d) Employees shall be entitled to reimbursement for not more than 6 credits per year;

(e) Employees who have successfully completed the course and proof thereof has been furnished to the Employer.

#### ARTICLE 26 - AGENCY JOB PROVISION

26.1 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the P.B.A. within 30 days thereafter and any new permanent employee who does not so join within 30 days of the initial date of hire to a title within the bargaining unit and any permanent employee previously employed within the unit who does not join the P.B.A. within 10 days of the re-entry into the bargaining unit shall, as a condition of employment, pay a representation fee to the P.B.A. by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular membership dues, fees and assessments as certified to the Employer by the P.B.A. The P.B.A. may revise its certification of the amount of the representation fee at any

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time to reflect changes in the regular membership dues, fees and assessments. The entitlement to the representation fee shall be continue beyond the termination date of this Agreement, so long as the P.B.A. remains the majority representative of the employees in the unit, and that no modification is made in this provision by a successor agreement between the P.B. A. and the Employer.

26.2 The P.B.A. agrees that it will indemnify and save the Employer harmless against any and all actions, claims, demands, losses or expenses, including reasonable attorneys' fees, in any matter resulting from action by the Employer at the request of the P.B.A. under this Article.

#### ARTICLE 27 - PERSONNEL FILES

27.1 A personnel file for all employees represented by the P.B.A. shall be maintained by the Employer in the Employer's office. This file shall contain ordinary or routine papers and any confidential papers. Upon reasonable notice to the Employer and at reasonable times, employees within the bargaining unit may review personnel files. The files maintained by the Employer shall be kept confidential but may be used by the Employer to evaluate employees.

27.2 Whenever a written complaint concerning employees or their actions are placed in the confidential files, a copy shall be made available to the employees who shall have the opportunity to rebut the complaint if so desired, and the same shall be placed in the file. When the employees are given a copy of the complaint,



the identity of the complainant shall be deleted. However, if any disciplinary action is taken based on any complaint, then the employees shall be furnished with all details of the complaint including the identity of the complainant.

27.3 All personnel and confidential files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file is cause for appropriate disciplinary action.

#### ARTICLE 28 - NOTICE OF ACCRUED LEAVE

28.1 Not less than one time in each year, the Employer shall notify all employees of their accrued vacation leave days, holidays, sick leave days, personal days and any other accrued paid leave time.

#### ARTICLE 29 - ANNUAL PHYSICAL EXAMINATION

29.1 The Employer shall provide employees, who so choose, an annual medical examination at no cost to the employees.

#### ARTICLE 30 - WEAPONS AND LEATHER GEAR

30.1 Employees required to have a weapon shall have same furnished by the Employer at no cost to the employees.

30.2 Employees required by law to qualify in order to carry a firearm shall be afforded the opportunity to do so while working, Ammunition and targets shall be provided by the Employer for the

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initial qualification and for a second qualification in the event that employees fail to qualify on the initial qualification.

30.3 If employees are required to carry a firearm and wear appropriate leather gear, then the employees shall have the leather gear furnished by the Employer at no cost to the employees. The leather gear provided shall become the personal property of said employees. Employees shall have the responsibility of maintaining the leather gear in serviceable condition; however, should said leather gear be rendered useless due to age, ordinary wear and tear or damage or otherwise rendered unserviceable, then it shall be the responsibility of the employees to replace said non-serviceable items at their own cost and expense.

#### ARTICLE 31 - LOSS OR DAMAGE TO PERSONAL ITEMS

31.1 Employees shall be reimbursed for any loss or damage resulting of their personal items incurred during a physical incident while on duty. Said personal items shall include, but not be limited to, uniform, leather gear, eyeglasses, watches and jewelry; however, any damage to watches or jewelry shall not exceed the sum of \$100.00; however, the only jewelry that is covered under this Article is earrings, wedding or engagement rings. Employees must report said loss or damage to their Superior Officer no later than the beginning of the next full shift, in order to be entitled to reimbursement; however, if employees are disabled, injured, incapacitated, delayed or detained, then they shall make said report as soon as possible under the circumstances.

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## ARTICLE 32 - SAFETY AND PERSONAL WELL-BEING

32.1 A committee comprised on 2 P.B.A. members, designees of the employee and a medical doctor designated by the Employer shall be formed to discuss any unusual medical problems, including but not limited to, AIDS, infectious diseases and the like.

32.2 Upon notice from any one of the foregoing members of the committee, the Employer shall convene the committee within 24 hours of said notice to discuss any matter of concern within the context of this Article.

## ARTICLE 33 - BENEFITS DURING UNPAID LEAVE OF ABSENCE

1. Subject to all the conditions and limitations contained herein, full time, permanent employees who suffer an injury or illness which is not covered by Worker's Compensation and which prevents such employees from working for the Employer, upon exhaustion of their accrued sick leave and vacation leave and upon written application, shall be entitled to an unpaid leave of absence.

2. The period of such leave shall be from the date of exhaustion of accrued sick leave and vacation leave to the date of the employee is able to return to work; but the period shall not be greater than 1 year from the first day of such illness or injury.

3. During the period of such leave of absence, the Employer shall pay the premium for the employee's coverage in the present health plan or its equivalent. Coverage shall include spouse and dependents, when applicable.

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4. During the period of such leave, the Employer shall have the right to have such employees examined, at its expense, by doctors of its choice, at reasonable intervals to obtain opinions concerning the ability of the employees to work.

5. The benefit contained herein shall not be provided to employees who, during the period of such leave of absence, either become employees of a person other than the Employer herein, or who become self-employed.

6. The benefit contained herein shall be effective on September 1, 1988.

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IN WITNESS WHEREOF, the parties or their appropriate officers have signed and sealed this Agreement on the date first set forth above.

BERGEN COUNTY SHERIFF

BY: *Jack Terhune*

JACK TERHUNE - SHERIFF

WITNESS:

BY: *Mary Ellen Dolan*

POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL 134 A

BY: *Frank Borsellino*

PRESIDENT

ATTEST:

BY: *Carole Gurte*

*Frank Borsellino*  
134 A REPRESENTATIVE

COUNTY OF BERGEN

BY: *William "Pat" Schuber*

WILLIAM "PAT" SCHUBER  
COUNTY EXECUTIVE

WITNESS:

*Carol Gurte*

CAROL GURTEL  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Aug. 11, 1998

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## SCHEDULE "A" SALARY\*

TITLE: CAPTAIN SHERIFF'S OFFICER

<u>01/01/91</u>	<u>01/01/92</u>	<u>01/01/93</u>	<u>01/01/94</u>	<u>01/01/95</u>
\$62,169	\$67,062	\$72,388	\$75,645	\$79,049

TITLE: CAPTAIN CORRECTION OFFICER

<u>01/01/91</u>	<u>01/01/92</u>	<u>01/01/93</u>	<u>01/01/94</u>	<u>01/01/95</u>
\$62,169	\$67,062	\$72,388	\$75,645	\$79,049
\$31,475.48 <sup>hr.</sup>	\$33,827.84 <sup>hr.</sup>	\$36,388.46 <sup>hr.</sup>	\$37,954.32 <sup>hr.</sup>	\$39,590.65 <sup>hr.</sup>

\* Retroactive salary payments, less payments previously received, shall be paid as soon as possible but no later than October 14, 1993 pursuant to the parties' memorandum of understanding of 8/13/93.

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72,388 - Base  
 2,500 - Ad Pay  
 800 - Longevity  


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## SCHEDULE "B"\*

## STIPENDS

The following stipends shall be paid to all officers and be part of their base salary and be paid accordingly. The following shall be paid to all officers assigned the following categories as listed below:

## S.E.R.T. AND DARE TEAM MEMBERS:

1991	\$500.00
1992	\$550.00
1993	\$600.00
1994	\$600.00
1995	\$600.00

## K-9 MEMBERS:

1991	\$1,050.00
1992	\$1,100.00
1993	\$1,150.00
1994	\$1,150.00
1995	\$1,150.00

## B.C.I.:

Effective in 1/1/94 and 1/1/95, the following stipends shall apply to members assigned to B.C.I.

1994	\$1,000
1995	\$1,500



- \* The new stipends for S.E.R.T., D.A.R.E. and K-9 Personnel shall be effective on October 1, 1993. All retroactive stipends (retroactive to January 1, 1991) shall be paid to the affected officers within 30 days of the adoption of the 1994 Bergen County Budget.

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